

**IN THE UNITED STATES DISTRICT COURT**  
**DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a ) Case No. 16-cv-1054 (WMW/TNL)  
Delaware corporation, )  
 )  
Plaintiff, )  
 )  
v. ) **Jury Trial Demanded**  
 )  
CHUBB & SON INC., a New York )  
corporation, )  
Defendant. )  
 )

**DECLARATION OF ALLEN HINDERAKER IN SUPPORT  
OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO DISMISS**

I, Allen Hinderaker, declare as follows:

1. I am an attorney with Merchant & Gould P.C. I am one of the attorneys of record for the plaintiff, Fair Isaac Corporation, in the above-captioned matter.

2. I make this declaration on my own information, knowledge, and belief in support of Plaintiff's Opposition to Defendant's Motion to Dismiss.

3. I prepared and sent the letter attached to this declaration as Exhibit 1 to counsel for the defendant, Chubb & Son Inc. My letter is dated June 14, 2016.

4. The facts recited in my letter are true and correct.

I declare under the penalty of perjury of the laws of the United States that the foregoing is true and correct.

Dated: June 24, 2016

s/Allen Hinderaker  
Allen Hinderaker

# EXHIBIT 1

# Merchant & Gould

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June 14, 2016

## **VIA EMAIL ONLY**

Lora Friedemann  
Fredrickson & Byron, P.A.  
200 South Sixth Street  
Suite 4000  
Minneapolis, MN 55402

**Re: *Fair Isaac Corp. v. Chubb & Son Inc.*, No. 16-cv-01054-WMW-TNL  
(D. Minn. filed April 21, 2016)**

Dear Lora:

I am writing as a follow-up to our meet-and-confer call of June 1, 2016, during which we discussed the identity of the third parties to whom Chubb & Son Inc. (“Chubb”) has disclosed the FICO Products as defined in the Complaint. [Dkt. 1.]

The memorandum of law Chubb filed in support of its motion to dismiss misstates our June 1, 2016 conversation, stating: “In the parties’ meet and confer on the motion, Chubb & Son asked FICO to identify the third parties that form the basis for this allegation, but FICO refused.” [Dkt. 14 at 10.] This assertion is incorrect. During our conversation, I said I would not unilaterally amend the Complaint because it adequately alleges Chubb’s disclosure of the FICO Products to third parties. The identity of the specific third parties is uniquely within Chubb’s possession, and Chubb has not been forthcoming with this information. I also shared how at least the Australian and Canadian third-party users came to FICO’s attention, promising to update that summary following the call. This is that update.

An Australian consultant contacted FICO support for assistance regarding Blaze 7.3 for Chubb-Australia. In that context, the consultant said he was also evaluating a solution built by Chubb-Canada on Blaze 7.1. Neither Chubb-Australia nor Chubb-Canada is licensed. In discussion with Tamra Pawloski, whom we understand to be vice-president of software compliance for Chubb Group, the fact of two Blaze applications employed by one or more Chubb-UK entities was raised and not denied. Please also refer

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to Mr. Thomas Carretta's March 30, 2016, letter to Mr. Andrew Hopp terminating the Software License and Maintenance Agreement with your client. That also addresses the improper third-party users.

The further factual details regarding these (and any other) improper third-party users of FICO's software are uniquely within the control of your client. Discovery will be necessary to reveal those facts. Your client has kept them secret from FICO to date.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen Hinderaker", with a stylized flourish at the end.

Allen Hinderaker

AH:can